141 N. C. 846, 54 S. E. 294. A well-established exception to the general rule, based mainly on historical grounds, exists in the case of delegation of legislative power to municipal corporations. *Commonwealth* v. *Bennett*, 108 Mass. 27; *Noonan* v. *City of Hudson*, 52 N. J. L. 398, 20 Atl. 255; *Gloversville* v. *Howell*, 70 N. Y. 287. And this exception has been extended by analogy to local boards of health. See *Brodbine* v. *Revere*, 182 Mass. 598, 601, 66 N. E. 607, 608. But powers quite as broad and similarly legislative in character have been granted to state boards of health. *Blue* v. *Beach*, 155 Ind. 121, 56 N. E. 89. The reason then advanced for the large delegation of power is the necessity of leaving to such bodies a wide discretion in the adoption of measures for the preservation of the public health. See *Brodbine* v. *Revere*, *supra*. Then, by analogy with the broad powers given to boards of health, powers which once would have been denominated clearly legislative in character have been delegated to administrative tribunals of all sorts. See *Commonwealth* v. *Sisson*, 189 Mass. 247, 252, 79 N. E. 619, 621. *Cf. Munn* v. *Illinois*, 94 U. S. 113, 133; *Railroad Commission* v. *Central R. Co.*, 170 Fed. 225. The explanation of this development is found primarily in the growing realization that administrative boards are better fitted to deal with these problems, both legislatively and administratively, than are legislatures. The original prohibition against the delegation of legislative power has thus been whittled down until today, in many jurisdictions, so long as the legislative body prescribes the general policy and the purpose to be attained, the means of effectuating this policy may be left entirely to an administrative commission. See *Blue* v. *Beach*, 155 Ind. 121, 132, 56 N. E. 89, 93.

ILLEGAL CONTRACTS — CONTRACTS AGAINST PUBLIC POLICY — CONTRACT NOT TO SUE BUT TO SUBMIT TO TRIBUNAL OF BENEFIT SOCIETY. — The constitution of a mutual benefit association provided that certain claims for disability "shall be addressed to the systematic benevolence of the brotherhood, and shall in no case be made the basis of any legal liability." The plaintiff was disabled, and having been refused payment on his certificate by the beneficiary board of the brotherhood, sued to enforce his claim. *Held*, that he could recover. *Miller* v. *Brotherhood of Local Trainmen*, 118 N. E. 713 (Ill.).

This sort of provision has given rise to two lines of decisions. Cases in accord with the principal case have held the provision void on the ground that the parties should not be allowed, by contract, to preclude themselves from invoking the aid of the court. *Pepin* v. *Societe St. Jean Baptiste*, 23 R. I. 81, 49 Atl. 387; *Austin* v. *Searing*, 16 N. Y. 112; *Wood* v. *Humphreys*, 114 Mass. 185. On the other hand, the provision has been held valid because it was voluntarily agreed to by the insured who by this agreement waived nothing he did not have the right and power to waive. *Osceola Tribe* v. *Schmidt*, 57 Md. 98; *Van Poucke* v. *Netherland, etc. Society*, 63 Mich. 378, 29 N. W. 863. The reasonable rule would seem to be that the association may provide methods for determining the facts speedily and definitely, and compel its members to resort to a prescribed mode of procedure before invoking the aid of the courts, but that it cannot entirely prohibit suit so that recovery by the insured will depend upon the caprice of the association.

INNKEEPERS — DUTIES TO TRAVELERS AND GUESTS — LIABILITY TO BOARDER FOR GOODS STOLEN. — The defendant operated a hotel and gave to the plaintiff a lease of a suite for a term of six months. Certain tennis trophies were stolen from the plaintiff's rooms. *Held*, that the extraordinary liability of an innkeeper did not attach to this relation. *Hackett* v. *Bell Operating Co.*, 169 N. Y. Supp. 114.

It has long been well settled that the innkeeper is liable to the guest for baggage stolen, without regard to negligence. *Carr's Case*, 1 Roll. Abr. 3;

Calye's Case, 8 Coke Rep. 32 *a*; *Hall* v. *Pike*, 100 Mass. 495. See BEALE, INNKEEPERS, §§ 183–85, 188. It is equally axiomatic that the lodging-house keeper is liable only for reasonable care. *Holder* v. *Soulby*, 8 C. B. (N. S.) 254. See *Scarborough* v. *Cosgrove*, [1905] 2 K. B. 805. See also 19 HARV. L. REV. 534. The public duty and extraordinary liability of the innkeeper exist only in regard to a traveler. *Rex* v. *Luellin*, 12 Mod. 445. See Bruce Wyman, "The Inherent Limitation of the Public Service Duty to Particular Classes," 23 HARV. L. REV. 339, 340. Where an innkeeper entertains boarders as well as guests, he is nevertheless liable to the boarder only as a lodging-house keeper and not as an innkeeper. *Lamond* v. *Richard*, [1897] 1 Q. B. 541; *Manning* v. *Wells*, 9 Humph. (Tenn.) 746; *Horner* v. *Harvey*, 3 N. M. 197, 5 Pac. 329; *Crapo* v. *Rockwell*. 48 Misc. 1, 94 N. Y. Supp. 1122. See BEALE, INNKEEPERS, §§ 201, 202; 2 PARSONS, CONTRACTS, 8 ed., 159. See also 10 HARV. L. REV. 519. In many cases it is a difficult question of fact to determine whether the person entertained is a guest or a boarder. The courts seem to assume that he is a guest, unless the contrary is clearly shown. *Cf. Hancock* v. *Rand*, 94 N. Y. 1, and *Shoecraft* v. *Bailey*, 25 Iowa, 553. But *cf. Meacham* v. *Galloway*, 102 Tenn. 415. In the principal case, the lease negatives the possibility of the innkeeper relation.

INTERNATIONAL LAW — CHANGE OF SOVEREIGNTY — EFFECT OF RECOGNITION OF FOREIGN GOVERNMENT. — During the revolution of General Carranza against Huerta, officers of the former, in pursuance of military orders, seized property and sold it to a United States citizen. Subsequent to the seizure, the United States government recognized Carranza's government as the *de jure* government of Mexico. This suit was brought to determine whether the purchasers from Carranza's officers acquired good title as against someone claiming under the former owner. *Held*, that good title was acquired. *Ricaud* v. *American Metal Co.*, 38 Sup. Ct. Rep. 312.

The acts of one sovereign state done within its own territory are not subject to review by the courts of another. *Underhill* v. *Hernandez*, 168 U. S. 250; *American Banana Co.* v. *United States Fruit Co.*, 237 U. S. 347. This principle has even been extended to acts done by a *de facto* as well as a *de jure* government. *O'Neill* v. *Central Leather Co.*, 87 N. J. L. 552, 94 Atl. 789. It belongs exclusively to the political department of the government to recognize who the sovereign of a territory is, and this recognition is absolutely binding on the courts of that government. *Jones* v. *United States*, 137 U. S. 202; *O'Neill* v. *Central Leather Co.*, *supra; State of Yucatan* v. *Argumedo*, 92 Misc. 547, 157 N. Y. Supp. 219; *United States* v. *Palmer*, 3 Wheat. (U. S.) 610; *Williams* v. *Suffolk Ins. Co.*, 13 Peters (U. S.), 415. The recognition by this government of a foreign sovereign relates back to the inception of the latter government, and makes binding in this country its acts from the beginning. *Underhill* v. *Hernandez*, *supra; State of Yucatan* v. *Argumedo*, *supra*. See *Williams* v. *Bruffy*, 96 U. S. 178, 186.

JUDGES — DISQUALIFICATION — PARTICIPATION OF DISQUALIFIED JUDGE. — In the hearing of an action to construe a statute fixing the salaries of members of the supreme court, four of the five justices withdrew in favor of four district judges. One justice participated in the determination of the cause. His presence was not necessary to constitute a quorum, nor did his vote decide the result. The state constitution provides that if a judge of the supreme court is in any way interested in a case before the court, the remaining justices shall call one of the district judges to sit with them in the hearing of that cause. (N. D. CONST. § 100.) *Held*, that the mere presence of the disqualified judge did not render the judgment void. *State ex rel. Langer* v. *Kositzky*, 166 N. W. 534 (N. D.).